

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Casey Kerr		11/12/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	TeamWork Online, LLC		
Street Address:	22550 McCauley Road		
City:	Shaker Heights		
State/Country:	OHIO		
Postal Code:	44122		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86229477	IHUDDLE	
CORRESPONDENCE DATA			
Fax Number:	3308647986		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	330-864-5550		
Email:	trademarks@hahnlaw.com		
Correspondent Name:	Amanda H. Wilcox		
Address Line 1:	200 Public Square		
Address Line 2:	Suite 2800		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Amanda H. Wilcox		
SIGNATURE:	/Amanda H. Wilcox/		
DATE SIGNED:	11/21/2014		
Total Attachments: 3			
source=Casey Kerr trademark assignment to Teamwork Online - signed Scan_Attachment-002#page1.tif			
source=Casey Kerr trademark assignment to Teamwork Online - signed Scan_Attachment-002#page2.tif			
source=Casey Kerr trademark assignment to Teamwork Online - signed Scan_Attachment-002#page3.tif			

CH \$40.00 86229477

INTELLECTUAL PROPERTY AGREEMENT

This Intellectual Property Agreement (“Agreement”), effective as of November 12, 2014, (the “Effective Date”), is entered into by and between Casey Kerr, a U.S. citizen and resident of California, residing at 1357 San Mateo Ave #1377, South San Francisco, California, 94080 (“Kerr”); and TeamWork Online, LLC, a Delaware Limited Liability Company with its principal place of business at 22550 McCauley Road, Shaker Heights, Ohio 44122 (“TeamWork”);

RECITALS

- A. WHEREAS, Kerr filed a use-based U.S. Federal Trademark Application, Serial Number 86/229,477, for the service mark “iHuddle” in connection with employment services in International Class 35 on March 24, 2014 (the “iHuddle Mark”);
- B. WHEREAS, Kerr registered and owns the domain name “www.ihuddle.co” (the “Domain Name”);
- C. WHEREAS, Kerr has created and owns various social media accounts, including Facebook, Twitter, and Instagram accounts, using the iHuddle Mark (the “Social Media”);
- D. WHEREAS, Kerr has created a page on AngelList using the iHuddle Mark located at <https://angel.co/ihuddle>, with the purpose of attracting investors and employees (the “AngelList Page”);
- E. WHEREAS, Kerr has adopted, owns, and is using the iHuddle Mark, the Domain Name, the Social Media, and the AngelList Page, and has also has developed or contributed to the development of related software, website content, iOS or Android apps, social media content, and has trademark and/or copyright rights in the foregoing, including state and/or common-law rights in any of the foregoing (collectively, the “Intellectual Property”), and collaborated with Curt Witte in the creation of some or all of the Intellectual Property; and
- F. WHEREAS, Kerr was hired by TeamWork on May 15, 2014 and is currently an employee of TeamWork. Some of the above-referenced Intellectual Property was created by Kerr prior to Kerr’s employment at TeamWork; and
- G. WHEREAS Kerr desires to transfer his entire right, title, and interest in and to the Intellectual Property to TeamWork, and TeamWork wishes to acquire his entire right, title, and interest in and to the Intellectual Property

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration including \$250.00, the receipt and sufficiency of which is hereby acknowledged, Kerr hereby sells, assigns and transfers to

TeamWork his entire right, title, and interest in and to all of the Intellectual Property as defined above, together with any goodwill of the business symbolized by the iHuddle Mark and the Intellectual Property, including federal, state, and common-law rights in and to the Intellectual Property.

2. **Transfer and Maintenance.** Kerr agrees to take any necessary steps as requested by TeamWork to facilitate and record the transfer of the Intellectual Property, and also agrees to continue to work with TeamWork to maintain the Intellectual Property during his employment for the benefit of TeamWork.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be duly executed and sealed as of the date first above written.

CASEY KERR

By: Casey Kerr

Title: Product

Date: 11/12/14

TEAMWORK ONLINE, LLC

By: _____

Title: _____

Date: _____

Dated effective as of:

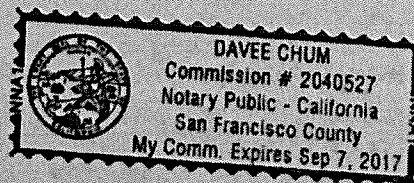
SUBSCRIBED and SWORN to before me this _____ of _____.

Notary Public

My Commission Expires:

State of California, County of San Francisco.
Subscribed and Sworn to (or affirmed)
Before me, on this 12th day of November 2014

CASEY KERR
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.
Signature DAVEE



TeamWork his entire right, title, and interest in and to all of the Intellectual Property as defined above, together with any goodwill of the business symbolized by the iHuddle Mark and the Intellectual Property, including federal, state, and common-law rights in and to the Intellectual Property.

2. **Transfer and Maintenance.** Kerr agrees to take any necessary steps as requested by TeamWork to facilitate and record the transfer of the Intellectual Property, and also agrees to continue to work with TeamWork to maintain the Intellectual Property during his employment for the benefit of TeamWork.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be duly executed and sealed as of the date first above written.

CASEY KERR

By: _____

Title: _____

Date: _____

TEAMWORK ONLINE, LLC

By: [Signature]

Title: President

Date: 11/10/2014

Dated effective as of:

SUBSCRIBED and SWORN to before
me this _____ of _____.

Notary Public

My Commission Expires: